

**AUTHORITY TO REPRESENT
CONTINGENCY FEE CONTRACT**

I, SANDI VAUGHAN, the undersigned client, do hereby employ WAIDE & ASSOCIATES, P.A., Attorneys at Law and any other person deemed necessary by the firm to further my claim, to represent me and institute proceedings for damages against: CARLOCK NISSAN OF TUPELO, INC. and CORBETT HILL, or any other person, firm, or corporation liable therefore, for all claims arising out of violation of the Fair Labor Standards Act and discharge in violation of public policy.

I shall pay attorneys FIFTY PERCENT (50%) of any recovery. Attorneys shall pay me FIFTY PERCENT (50%) of any attorneys' fees which the Court award, it being understood that attorneys' fees are normally awarded to the prevailing Plaintiff in civil rights cases only.

I also understand that I will be responsible for payment of the \$350.00 filing fee and all litigation expenses incurred by my attorneys, including travel fees, copy charges, court reporter charges, filing fees, witness fees, etc. as they are incurred.

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, I will not owe my attorneys any sum whatever as attorney's fees, but will pay the above mentioned expenses. I understand that expenses incurred as a result of this action are to be paid by me as they are incurred. It is further agreed and understood that my failure to pay any expenses once submitted to me for payment shall constitute grounds for withdrawal by the attorneys.

It is understood and agreed that the client(s) is engaging the services of this law firm and not of any one attorney. The firm reserves the right to assign any of the firm's attorneys to work on various portions of this case; however, the trial of this matter shall be handled by Jim Waide, unless otherwise agreed to by the Client.

It is understood and agreed that I have the absolute right to discharge my attorneys at any time. In that event, the fair and reasonable value of the attorney's services, together with the additional costs

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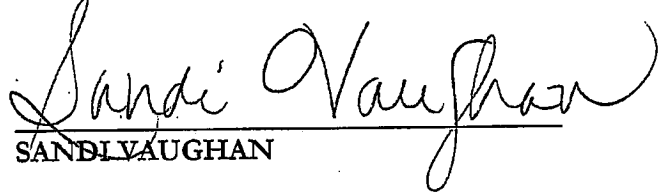
2408 Crestwood Circle.
Tupelo, MS 38801

EXHIBIT "B"

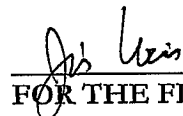
for time expended to turn over the file(s) of these proceedings. It is understood that Jim Waide's hourly fee is \$200 per hour, that the hourly fee for all associates employed with the Waide firm is \$150 per hour, and that the hourly fee for a paralegal's time is \$65 per hour.

It is understood and agreed that it is the policy of WAIDE & ASSOCIATES, Attorneys At Law to attempt a reasonable resolution of the case as expeditiously as possible, whether it be by settlement or trial, but that it can neither control the position taken by the other party or guarantee in any way results to be obtained. The client specifically acknowledges that WAIDE & ASSOCIATES, Attorneys At Law has made no guarantee regarding the outcome or disposition of any phase of this case.

Dated at Tupelo, Mississippi, this the 5 day of October, 2009.


SANDI VAUGHAN

The above employment contract is accepted upon the terms stated therein by:



FOR THE FIRM